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Title: **Oswego County BOCES District and United Teaching Assistants of Oswego County BOCES (2005)**

Employer Name: **Oswego County District**

Union: **United Teaching Assistants of Oswego County BOCES**

Local:

Effective Date: **07/01/05**

Expiration Date: **06/30/08**

PERB ID Number: **6638**

Unit Size: **160**

Number of Pages: **30**

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PUBLIC EMPLOYMENT RELATIONS BOARD
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JUL 11 2005

Agreement

Between the

OSWEGO COUNTY BOARD OF COOPERATIVE EDUCATIONAL SERVICES

*United Teaching Assistants
of Oswego County B.O.C.E.S.*

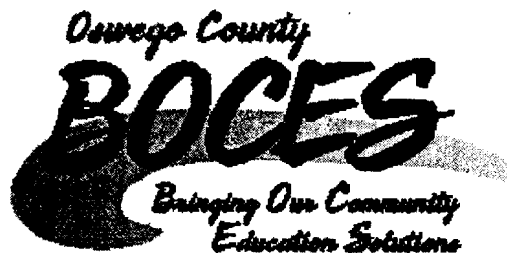
and the

*Oswego County
Board of Cooperative
Educational Services*

RECEIVED

JUL 11 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



July 1, 2005 – June 30, 2008

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PREAMBLE

This Agreement is entered into this first day of July, 2005 between the Board of Cooperative Educational Services, Sole Supervisory District, Oswego County, hereinafter referred to as the "BOCES" and the United Teaching Assistants of the Oswego County BOCES, hereinafter referred to as the "Association".



ARTICLE 1

Recognition

1.1 Recognition and Unit Definition

BOCES agrees that the Association is the sole and exclusive bargaining agent for all teaching assistants regularly working half time or more hours, and terms and conditions of employment and in settlement of grievances and all other lawful purposes under the laws of the State of New York.

ARTICLE 2

Payroll Deduction

2.1 Dues Deduction Form

The BOCES agrees to deduct membership dues for the Association and its affiliates from the salaries of employees within this negotiating unit membership as said employees individually and voluntarily authorize the BOCES to deduct and to transmit the monies promptly to the Association. Employee notifications shall be in writing in the form set forth on the following page:

Article 2 (continued)

DESIGNATION AND PAYROLL AUTHORIZATION

(Print) Last Name	First Name	Middle Initial	Program
-------------------	------------	----------------	---------

Street	City	State	Zip
--------	------	-------	-----

TO: Oswego County BOCES

Pursuant to Chapter 392, Laws of 1967, I hereby request and authorize you to deduct from my salary and transmit to the United Teaching Assistants of Oswego County BOCES the dues as certified below. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the BOCES and its officers from any liability therefore. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

Employee's Signature	Date
----------------------	------

2.2 Changes in Deduction Amount

The Association shall certify the current rate of its membership dues and service fee in writing to the Board. Any change in the rate of the above mentioned membership dues shall be given to the Board thirty (30) days prior to the effective date of such change in dues deduction.

2.3 Method of Deduction

- A. The total membership for the designated associations, certified as mentioned above, shall be deducted in equal installments beginning with the first pay period in October and ending the last pay period in May. No later than two (2) weeks prior to the first scheduled paycheck in October, the Association shall provide the Board with a list of the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues. If an employee joins the Association after October, the dues shall be deducted in the same amount as other employees for the remainder of the deduction period ending in May.

Article 2, Sect. 2.3 (continued)

- B. The District shall deduct each month from the salary of each bargaining unit person who is not a member of the Association a monthly service fee as a contribution toward the negotiation and administration of the Agreement and the representation for such employee. The service fee, which shall be payable and forwarded to the Association, will be deducted in accordance with the current dues deduction procedures. However, agency fee-paying members are entitled (upon written request) to refunds for expenses or causes of a political or ideological nature only incidentally related to terms and conditions of employment.
- C. The BOCES shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the Association. Each transmittal shall be accompanied by a list of those members who withdrew payroll deduction authorization.

2.4 Payroll Deductions

The Board agrees to deduct the amount individually and voluntarily authorized in writing from the salaries of bargaining unit members and will transmit the monies promptly to the appropriate body for (1) Credit Union, (2) NYSUT Benefit Trust, (3) Vote Cope, and (4) United Way.

2.5 Flexible Spending Plan

Effective July 1, 1995, the BOCES will provide a Flexible Spending Plan pursuant to Sections 125 and 129 of the IRS Code. The administrative costs of such plan will be paid by the BOCES.

ARTICLE 3

Management's Rights

3.1 Management's Rights

Any and all rights, powers, and authorities the BOCES had prior to entering into this Agreement are retained by the BOCES except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 4

Personnel Policy

4.1 Sick Leave

- A. Employees will receive 1.25 sick leave days for each month of the year they are employed cumulative to 235 for 2005-2006, 2006-2007, and 2007-2008. These days will be granted to the employee on the first day of their employment in that year. Those employees who start their employment after September 1 or prior to June 30 will have their sick leave days prorated according to the number of months they will work in that year. Those employees who formerly received 15 days sick leave per year will continue to do so.

Prior to September 1 of each school year, each bargaining unit member will receive a written accounting of the number of sick days they have accumulated.

Sick Leave/Retirement

- A. Effective July 1, 1984, Bargaining Unit members who retire under provisions of the N.Y.S.T.R.S. from the District will be reimbursed \$31.16 for 2005-2006, \$32.36 for 2006-2007 and \$33.61 for 2007-2008 per accumulated sick day, if the retirement notice is given two (2) months prior to the effective date of the retirement.
- B. Over the course of a school year, up to twenty (20) of the accumulated sick days may be used for illness in the immediate family. Immediate family shall include only spouse, children, parents of the employee or spouse, or other legal dependents in the employee's household.
- C. Effective July 1, 1999 family sick leave may be used for the adoption of a child. A maximum of twenty-five (25) accumulated sick leave days may be used for adoption purposes for the 2005-06, 2006-07, and 2007-08 school years.
- D. A physician's certificate of illness may be required prior to the employees' return to work at the discretion of the District Superintendent or designee if the employee has been absent five (5) consecutive days.

4.2 Bereavement Leave

- A. Each employee will be entitled to be absent from a maximum of up to five (5) working days per death in the immediate family.
- B. The immediate family, for this section, is defined as spouse, father, step-father, mother, step-mother, child, brother, sister, or domestic partner.

Article 4, Sect. 4.2 (continued)

- C. In the event of a death to a member of the family other than those listed above 4.2, B., an employee will be entitled to three (3) working days, beginning with the day of death or the day after. For this section, family is defined as a relative residing with the employee, grandfather, grandmother, grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, sister-in-law, and brother-in-law.
- D. Additional bereavement days may be granted by the District Superintendent or designee due to special circumstances.

4.3 Personal Leave

- A. Each member of the bargaining unit shall be entitled to three (3) days of personal leave at full pay each school year of this Agreement. Unused personal leave shall be cumulative at the end of the school year as sick leave.
- B. Requests for personal leave must be made to the employee's immediate supervisor and approved by the District Superintendent and/or designee. Requests for personal leave must be made at least twenty-four (24) hours in advance of the start of the leave whenever possible. If unable to submit the request in advance, the request must be submitted within twenty-four (24) hours after returning to work.
- C. Bargaining Unit Employees need not specify the exact nature of the use of personal leave if the reason falls into one of the following categories.
 - 1. Legal matters involving the employee making the request,
 - 2. Religious observances, weddings, honors and awards ceremonies, graduation involving the employee or immediate family, school visitations and/or school conferences or
 - 3. Severe weather conditions that prohibit attendance at work.

Two (2) days of three (3) days allowed for personal days may be taken by the employee with no reason provided but this change does not alter, modify, or change the intent of any part of Section 4.3.
- D. If the employee wishes to use personal leave for some reason not listed in this category, the employee must state in writing the specific reason for the leave and submit it in the prescribed procedure.

Article 4, Sect. 4.3 (continued)

- E. The following reasons are not valid for the use of personal leave:
1. Extension of vacation period immediately before or after a holiday or recess period. This would be exclusive of regular weekends. In cases of compelling personal business which cannot be conducted outside normal school hours, the District Superintendent or designee may grant special permission for use of personal leave.
 2. Job interview
 3. Recreation
 4. Working for another employer
- F. When the number of requests for personal leave on a particular date is such that the granting of all requests would, in the exclusive opinion of the BOCES, disrupt operations for that day, the District Superintendent or the designee shall determine that employees be granted personal leave on a first-come, first-serve basis.

4.4 Maternity - Disability Leave

A. Maternity - Disability Leave

An employee who is pregnant may continue in active employment as late into pregnancy as desired, as long as the employee is capable of performing their duties. Such employee shall have the right (a) to return to active employment whenever after delivery, the physician verifies in writing that the employee is capable of performing their duties, (b) to use accumulated sick leave benefits in the event the employee is not capable of performing their obligations by reason of a medical disability as verified by the physician in connection with or resulting from the pregnancy.

Reasonable notice will be given by the employee when they intend to leave and when they intend to return.

The employee's letter of request for child bearing and/or child rearing shall state the anticipated date as to when the leave is to commence and when it is to terminate.

For regular teaching assistant, the return to duty shall conform to the beginning of the school quarter, i.e. September, November, February, or April.

The employee may return to work at an earlier date with the approval of the District Superintendent. Such approval shall be within the sole discretion of the District Superintendent, who may request a doctor's certificate.

Article 4, Sect. 4.4 (continued)

B. Child Rearing Leave

In the case of a birth or adoption of a child, an employee, upon written request, shall be granted an unpaid leave of absence up to a maximum of two (2) full school years for child rearing purposes under the following conditions.

Requests shall be submitted at any time between the commencement of the pregnancy and one month prior to the birth of the child and as soon as possible in the case of adoption.

C. Other Applicable Conditions

Child rearing leaves will be without pay.

Benefits will not be accumulated during the period of the leave.

In the case of a probationary employee, the time accrued during such leave shall not be credited to the probationary period for the purpose of obtaining tenure.

Upon returning from such leave, the employee will be placed at the salary consistent with the salary when they began their leave.

All benefits to which the employee was entitled at the time of the leave will be restored upon return.

4.5 Jury Duty

In the event a teaching assistant is called for jury duty, the unit member shall continue to receive full pay during this period. Any reimbursement for jury duty will be remitted to BOCES.

4.6 Emergency Leave

Emergency leave may be granted at the discretion of the District Superintendent and/or designee. This leave shall be utilized only for major catastrophic occurrences such as fire, accident or other such disasters not covered by any other leave provisions of this agreement.

4.7 Unpaid Leave of Absence

A. Upon request of a member of this bargaining unit, the BOCES may, at its discretion, grant a leave of absence without pay, or benefits up to one (1) year at a time.

Article 4, Sect. 4.7 (continued)

- B. Bargaining unit members on unpaid leaves of absence due to child bearing and medical reasons and who are not drawing sick leave benefits, shall be allowed to continue insurance benefits at the appropriate current employee active rate for the remainder of the school year in which the leave is commenced. On a commitment to return for September with notice by June 15, insurance benefits will be continued for the summer months. Thereafter, the unit member may opt to carry such plans but will do so at their own expense for the remainder of the leave.
- C. Any employee on an unpaid leave of absence, unless qualified under the exception in 4.6, B. above, may retain employee health, dental, and disability insurance coverage by reimbursing BOCES the full premium cost. The BOCES shall make the appropriate premium payment for the month in which the leaves of absence commence and for the month in which employment recommences after completion of the unpaid leave of absence.

4.8 Association Leave

Effective July 1, 2002, ten (10) days per year shall be provided for the use of the Association President or employee designee. These days shall be without loss of pay. It is understood that the Association President shall notify the District Superintendent at least five (5) days in advance of the use of such days in order to permit arrangements to be made for a substitute, if necessary.

4.9 Work Day and Work Year

- A. The workday and work year shall be the same as that of the Teacher with whom the Teaching Assistant is assigned to work.
- B. Teaching Assistants will have a 15-minute break in the morning and afternoon to be mutually scheduled between the Teacher and Assistant.

4.10 Job Abolition

When the District abolishes Teaching Assistant positions, the services of the Teaching Assistant having the least seniority shall be discontinued. Any Teaching Assistant whose services have been discontinued will be placed on a preferred eligible list for seven (7) years to be reinstated if a vacancy occurs. This section shall be in keeping with Section 2510 of Education Law.

4.11 Transfers

- A. When there are bargaining unit position openings within the BOCES, the BOCES will give consideration to the most senior applicant who applies. Although seniority will be an important consideration, other factors such as qualifications, work record, and attendance shall be given equal consideration in making a selection.

Article 4, Section 4.11 (continued)

- B. If there are no applicants for the position and BOCES finds itself in a position of involuntarily transferring an employee, the least senior employee will be involuntarily transferred.
- C. Bargaining unit members desiring change in assignment or a transfer to another building or any other position for which a vacancy has not been posted, shall file a written statement of such desire with their program administrator. Every effort will be made to accommodate such voluntary reassignment requests.
- D. In the event of reassignment or if an involuntary transfer is necessary, advance notice will be given whenever possible.

ARTICLE 5

Personnel Files

5.1 Signature of the Employee

In the event that any document relating to an employee's performance is placed in such individual's personnel file, a copy of the document shall be shown to the employee who shall sign the instrument signifying that the employee has read such document. The signature in no way indicates agreement with the contents of the document. If the document relates to the individual's performance, then the individual shall receive a copy.

5.2 Response by the Employee

The employee shall have the opportunity to respond in writing to any documentation placed within employee official personnel file, but any such response must be made within twenty (20) working days of the time the employee initially signed this document.

5.3 Review of Official File

Upon the request of any employee, the employee's immediate supervisor shall meet with the employee to discuss the contents of any document placed in the employee's official personnel file.

5.4 Copying Contents of Official File

Upon request, and in the presence of the District Superintendent and/or designee, individual employees shall have the right to review and make copies of contents of their own official personnel file. In a given school year, an employee may request and receive copies of ten (10) pages at no cost. Each additional page will be copied at the rate of ten (10) cents per page. A meeting time to review the file will mutually be scheduled with the employee within seven (7) school days of the request.

Article 5 (continued)

5.5 Additions by the Employee to the Official File

Employees shall have the right to have entered into their official personnel file, information or certificates received by them pertinent to any credit or course of study workshops, etc.

5.6 Employee Evaluation

Each tenured employee shall be evaluated once a year. Each non-tenured employee shall be given two evaluations per school year. One evaluation will be completed by mid-year and a final evaluation prior to the end of the school year. Within seven (7) school days of the mid-year evaluation there will be a conference between the supervisor and the employee to discuss the evaluation. Each evaluation will be in written form and will be placed in the employee personnel file after the employee has inspected it and signed it. The signature designates only that the employee has seen the evaluation. The employee will receive a copy of each of the evaluations. The employee may attach a written response to the evaluation form. No bargaining unit member will evaluate any other bargaining unit member.

5.7 Disciplinary Conference

If there is a conference, which the District calls for disciplinary matters, the employee may have a representative present.

ARTICLE 6

Work Seminar Programs

6.1 Training Seminar Program

Employees may request approval for attending work seminar programs. The cost of the seminars will be determined by the District Superintendent and, if approved, paid by the BOCES. Approval shall be at the sole discretion of the District Superintendent.

ARTICLE 7

Grievance Procedure

It is the purpose of this procedure to secure at the lowest possible administrative level equitable solutions to alleged grievances of employees through procedures under which they may present grievances and by which the Board and its employees are afforded adequate opportunity to dispose of their differences.

Article 7 (continued)

7.1 Definition

A grievance is a claim that there has been a violation of an express provision of this Agreement that is filed within thirty (30) working days of the time the employee knew, or should have known, of the act or condition on which the claim is based.

7.2 Procedures

- A. Every employee in the unit shall have the right to present a grievance in accordance with the provisions hereof free from interference, coercion, restraint, discrimination, or reprisal.
- B. All grievances shall include the following information:
 - 1. The identity of the provision of this Agreement in said grievance.
 - 2. The time when and the place where the alleged events or conditions existed, if known.
 - 3. A general statement of the nature of the grievance.
 - 4. The remedies sought.
- C. All appeals and decisions shall be in writing and shall be promptly transmitted to the aggrieved, the Association and the BOCES.
- D. The preparation and processing of grievances insofar as practicable shall be conducted outside the hours of employment.
- E. The parties agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievances.
- F. At any grievance meeting, each party has a right to representation and to confront and cross examine all witnesses called against the individual to testify and to call witnesses on the employee's own behalf.

7.3 Grievance Process

- A. Stage One – Immediate Supervisor
 - 1. A party having a grievance will discuss it with employee's immediate supervisor with the objective of resolving the matter informally. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) working day of receipt of the written grievance, the immediate supervisor will reduce a decision to writing and transmit it to the aggrieved and the Association.

Article 7, Sect. 7.3A (continued)

2. Election of an alternative course of action remedy prior to the submission of a grievance of this stage shall be considered to be a waiver of the right of the employee thereafter to seek recourse by means of the grievance procedure.

B. Stage Two – District Superintendent

1. Any appeal of the Stage One decision must be submitted in writing to the District Superintendent within ten (10) working days of the receipt of the Stage One decision.
2. The District Superintendent or designee will schedule a meeting and render a decision within fifteen (15) working days of receipt of the appeal.

C. Stage Three – Board of Education

1. Any appeal of the Stage Two decision must be submitted by the Association to the Board of Education within ten (10) working days of the receipt of the Stage Two decision.
2. The Board of Education will schedule a meeting in executive session which an Association representative(s) may attend to present its position, and it shall render a decision within fifteen (15) days of the receipt of the appeal.

D. Stage Four – Binding Arbitration

1. Any appeal to the Stage Three decision must be submitted by the Association to the American Arbitration Association (copy to the District Superintendent) for arbitration in accordance with its Voluntary Labor Arbitration Rules within fifteen (15) working days of its receipt of the Stage Three decision.
2. Arbitration shall only involve claim violations to this Agreement and shall not be contrary to law, Commissioner's Regulations or policies of the Board of Regents.
3. The arbitrator's decision will be in writing and will set forth his finding of fact, reasoning, and conclusions on the issues.
4. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law and which is violative of the terms of this Agreement.

7.4 Time Limits

- A. Failure of the Association or of an aggrieved employee to comply with the time limits provided shall be considered as an acceptance of the last previous answer to the grievance and shall be the disposal of such grievance on that basis.

Article 7, Sect. 7.4 (continued)

- B. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allocated had the decision been communicated by the final day.
- C. When grievance arises late in the school year, the parties will attempt to agree on a shorter time limitation or, where possible, time limits which would permit the grievance to be processed over the vacation period in an effort to resolve the grievance as quickly as possible.
- D. The time limit specified may be extended by mutual agreement.

ARTICLE 8

Salary: 2005-06, 2006-07, 2007-08

8.1 All unit employees shall receive an increase of 3.85% on total salary for each year of the length of the contract.

A. 2005-2006

Hiring Rate \$14,020

Hiring rate is established by adding 3.85% to the 2004-2005 hiring rate.

B. 2006-2007

Hiring Rate \$14,560

Hiring rate is established by adding 3.85% to the 2005-2006 hiring rate.

C. 2007-2008

Hiring Rate \$15,120

Hiring rate is established by adding 3.85% to the 2006-2007 hiring rate.

Prior to or during their first month of each school year, all bargaining unit members will receive a printed notice of their current salary including position.

Article 8, Sect. 8.1 (continued)

D. College Credits

1. College credits will be compensated at the following rates:
 - i. In-service – 15 hours = 1 hour of undergraduate credit.
 - ii. Undergraduate: \$21.00 per credit hour for 2005-2006, \$22.00 per credit hour for 2006-2007 and \$23.00 per credit hour for 2007-2008.
 - iii. Graduate: \$33.00 per credit hour for 2005-2006, \$34.00 per credit hour for 2006-2007 and \$35.00 per credit hour for 2007-2008.
2. Six (6) hours required for Teaching Assistant certification is excluded from #1 above.
3. A maximum of thirty (30) hours in a matriculated program acquired prior to July 1, 1986 will be compensated as per above.

E. Degrees and Other Stipends

Effective July 1, 2005, degrees and stipends will be paid at the following annual rates:

Item	2005-2006	2006-2007	2007-2008
Associate's	\$260	\$270	\$280
Bachelor's	\$519	\$539	\$560
Master's	\$623	\$647	\$672
Interpreter's	\$675	\$701	\$728
Braillist's	\$675	\$701	\$728

F. Longevity

Longevity will be paid at the following annual rates for those employees who have completed the required number of years of service.

	2005-2006	2006-2007	2007-2008
After 14 years	\$441	\$458	\$476
After 19 years	\$597	\$620	\$644
After 24 years	\$701	\$728	\$756
Total	\$1,739	\$1,806	\$1,876

Article 8, (continued)

8.2 As Teacher Substitute

On occasions when a Teaching Assistant substitutes for the regular teacher, the teaching assistant will receive \$31.16 for 2005-2006, \$32.36 for 2006-2007 and \$33.60 for 2007-2008 per day over and above their daily rate, effective July 1, 2002. Teaching Assistants will be paid a pro-rated amount for a half day. This substitute rate will also apply when a teacher is out of the room for 1/2 day for Annual Review writing, conferences and/or committee or handicapped meeting.

8.3 Long Term Substitute

- A. In the event that the District knows from day one that the length of the substituting will exceed thirty (30) working days in the same assignment, the designated Teaching Assistant will be paid the daily rate of the starting salary of the Teaching Assistant salary schedule from the first day of the assignment provided such Teaching Assistant may be employed pursuant to applicable provisions of law.
- B. If a short term assignment becomes long-term and exceeds thirty (30) working days in the same assignment, the designated Teaching Assistant will be paid the daily rate of the starting salary of the Teaching Assistant salary schedule, effective the 31st day of the assignment, provided such Teaching Assistant may be employed pursuant to applicable provisions of law.

8.4 Teaching Assistant Permanent Substitute

Those Teaching Assistants who have served the BOCES as long term substitutes will be considered for permanent positions prior to hiring from the outside.

ARTICLE 9

Insurance

9.1 Health Insurance

Effective January 1, 2000, health and major medical insurance shall be provided by the Oswego County BOCES on a self-insured basis with a third party administrator. The BOCES (Oswego County BOCES) Health and Major Medical Plan shall be equal to the benefits in effect during the 1998-1999 school year (the Blue Cross of Utica/Watertown and Guardian Life Insurance Plans), including voluntary pre-certification. The BOCES will pay 95% of the premium costs for eligible enrolled bargaining unit members for individual and for dependent coverage. The Plan shall include an ambulance and accident "rider". Employees who retire under the N.Y.S.T.R.S. or the N.Y.S.E.R.S. are eligible to continue their health insurance in effect at the time of such retirement and shall be eligible to participate in this plan at the active employee contribution rate.

Article 9, Sect. 9.1 (continued)

To be eligible to participate in the BOCES Health Insurance Plan as a retiree, an employee must have served a minimum of ten (10) consecutive years within the District. If a break in service occurs, then an employee will need a total of fifteen (15) years with the District. Any leave of absence granted by the District shall not serve as a break in service however; only paid leaves shall continue to accrue time toward this service credit. Any unpaid leave, while not creating a break in service, however, shall not count as accrued time toward service credit. A break in service shall occur when an employee terminates by either resigning, discharge or other action which removes them from maintaining an employment status with the District. Furthermore, such employees must actually qualify for and retire under the provisions of the New York State Teachers Retirement System or the New York State Employees Retirement System.

Furthermore, any Teaching Assistant who is laid off at the end of the school year but is called back by November 15 that same year will not be considered to have broken their service for this provision. An employee who is on a preferred eligible list shall also not be considered to have broken their service unless such employee refuses a return to work offer by the BOCES. Upon declination, such employee shall be considered to have broken their service.

Unit members, employed less than thirty (30) hours per week, will have their health insurance premiums paid on the basis of 75% District contribution and 25% employee contribution. Those unit members employed less than thirty (30) hours per week but employed in that manner prior to July 1, 1997 shall have their contributions paid at the rate of 95% District contribution and 5% employee contributions.

The BOCES further agrees to the following:

The creation of an Administrative Oversight Committee (herein after referred to as "the Committee") consisting of two (2) representatives from the Teachers' Association and one (1) representative from each of the other two NYSUT Affiliated Units in the BOCES, four (4) representatives selected by the District Superintendent, and a representative from the current third party administrator (advisory only, non-voting). A major function of this Committee shall be to hear appeals from health insurance participants regarding claim denials and make final and binding decisions on those appeals. Any appeals not successfully resolved through this committee process shall be addressed in accordance with the deadlock procedures outlined in Article 3, Paragraph B, Section 3, (of the teacher's contract).

Initially, all appeals must be made directly to the third party administrator as part of its administrative role. Unresolvable issues will be brought before the Oversight Committee when the appeal indicates inconsistent past adjudication practices or where prior adjudications are in specific contrast to previously negotiated benefits. Meetings shall be held bi-monthly during the first year of implementation of the BOCES Health Insurance Plan, and thereafter, such meetings shall be held on an as-needed basis. Meetings to hear appeals shall be held no later than thirty (30) days after receipt of an appeal.

Article 9, Sect. 9.1 (continued)

Bargaining unit members serving on this Committee shall be provided with paid release time for any necessary meetings held during the regular work day.

The BOCES agrees that if a bargaining unit member can demonstrate via a past practice, as evidenced by the explanation of benefits, that a benefit claim has been previously paid, or paid at a specific level, even if such benefit is not explicitly stated in the Plan Document, that benefit claim shall be presented to the Committee for determination. Such determination shall be limited to benefits provided within the previous two (2) years from inception of any changes in third party administrator.

Other functions of the committee would be to review annual rates (premium equivalency rates) for the Plan, and to participate in the review of the reserve account. The committee will also review and evaluate the current third party administrator annually and recommend changes, if necessary, to insure service and financial stability. It is understood that no changes in third party administrator will be made without the recommendation and a majority consensus of the Oversight Committee.

4. The BOCES will maintain specific and aggregate stop loss insurance. The initial annual stop loss attachment point for any specific individual shall be no greater than \$75,000. The specific and aggregate stop loss contracts shall each have no less than a \$1 million annual maximum in support of the plan's unlimited maximum benefit. The stop loss carrier(s) supporting the Plan shall not be changed unless notice is given to the Committee.
5. The Committee shall also be provided, on a semi-annual basis, financial and other reports regarding the Plan as needed. The BOCES shall provide liability protections for bargaining unit members serving on the Committee.
6. The BOCES agrees that New York State Insurance Department mandates as regards insured health and major medical insurance plans in New York State, including confidentiality requirements, shall be automatically added to the BOCES plan and the BOCES shall routinely inform the Committee and bargaining unit members of such changes.
7. Decisions on appeals made by this committee shall not be subject to Article 7 (Grievance Procedure) of this contract.

9.2 Dental Insurance

District's contribution to the Dental Plan as follows: \$441 for 2005-06, \$458 for 2006-2007, and \$476 for 2007-2008 for each bargaining unit member. The BOCES liability under this Article shall be limited as above per year per bargaining unit member.

Article 9 (continued)

9.3 Disability Insurance

- A. An employee in this bargaining unit may elect to have a deduction made from employee normal paycheck for disability insurance premiums. It is understood that there shall be only one agent to whom the BOCES will send the money that has been withheld. The BOCES shall be notified of the name of such agent at least thirty (30) days prior to the time any such deductions are made.
- B. The BOCES shall provide Disability Insurance through the State Insurance Fund for all employees covered by this Agreement and the premium cost shall be paid in full by the District. The coverage shall be effective upon satisfaction of the four (4) week waiting period following acceptance of the District's application by the Worker's Compensation Board and State Insurance Fund Company.

9.4 Life Insurance

Employees in this unit shall be covered by a \$9,000 Life-Term Insurance Policy, premiums to be paid by the District.

9.5 Vision Insurance

Examination:	12 Months
Lenses	12 Months
Frame	24 Months

Benefits:

Examination	\$27			
Single Vision	\$15			
Bifocal (Single)	\$25	Bifocal (Double)	\$50	Trifocal \$37
Lenticular	\$112			
Frame	\$25			
Contact Lenses	\$75			

Premium Sharing: District Share = 90% Employee Share = 10%

Coverage: Individual and Family

The current Prescription Drug Plan shall be amended to include a co-pay for prescription drugs as follows:

\$5.00	Co-Pay for Generic Prescriptions
\$10.00	Co-Pay for Brand Name Prescriptions
\$0.00	Co-Pay for Mail-In Prescriptions

ARTICLE 10

Job Postings

10.1 Vacancies

All bargaining unit vacancies which entail the same basic type of work as positions within the bargaining unit shall be posted in all departments for at least five (5) calendar days prior to filling. All bargaining unit vacancy notices will be sent to the Association President.

10.2 Announcements

Additional copies of vacancy announcements in this bargaining unit shall be provided to the President of the Association five (5) calendar days prior to the filling of such positions by the District for posting in other areas.

ARTICLE 11

Use of BOCES Equipment and Facilities

The Association shall have the use of BOCES facilities and equipment such as office equipment, bulletin boards, mailboxes, school mail and rooms for meetings. The Association will provide needed supplies or paper for the operation of any office equipment.

ARTICLE 12

Miscellaneous

12.1 Savings Clause

If any provision of this Agreement or application of the Agreement to any employee or group of employees of the Association shall be found contrary to law, then such a provision or application shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions or applications will continue in full force and effect.

12.2 Travel

Any employee who is required to use employee personal vehicle for transportation in the performance of employee duties shall be reimbursed for miles at the current I.R.S. rate. Eligible mileage for itinerant employees shall be interpreted as that travel between schools. Mileage shall not be paid from home to school. Any employee who, after reporting to his or her assigned area, is directed to report to another area for reassignment will be paid mileage.

Article 12 (continued)

12.3 Contract and Orientation Reproduction

Within sixty (60) days after the signing of this Agreement by both parties, the BOCES will furnish to each employee covered by this Agreement an individual copy. In addition, each new employee to be covered by this Agreement shall, upon employee employment, be furnished with a copy of this Agreement. The total cost of printing 200 copies will be paid equally by the BOCES and the Association.

New employees will be given an orientation at the time of their employment. The District in addition to outlining responsibilities and benefits will also provide employees with a copy of the current collective bargaining agreement.

12.4 Worker's Compensation

Any bargaining unit employee who is unable to perform the duties of employment because of injuries received in the service of the BOCES and who receives Worker's Compensation benefits shall be eligible to receive a supplemental sum equal to the difference between their wages and their compensation benefits, but such supplemental sum shall be deducted pro-rata from sick leave credits not to exceed the total amount of accumulation.

The District shall make reasonable provision for the health and safety of bargaining unit members during their hours of employment.

12.5 Negotiation Procedures

It is agreed that negotiations of a successor contract shall commence between the first and fifteenth of March. The Association shall submit its proposals to the District within the fifteen day period unless both parties agree to extend the time limit. Both parties shall be free to offer counter-proposals as they see fit.

This contract incorporates the entire understanding of the parties on all issues which have been subject to negotiations. During negotiations they will present relevant data, exchange points of view, and make proposals and counter proposals.

Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiation proceedings.

12.6 Obligation of the Parties

- A. During the term of this Agreement no slowdowns, refusals to work, or other form of work stoppage shall be cause, instigated, sanctioned, or condoned by the Association or its officers.

Article 12, Section 12.6 (continued)

- B. The BOCES agrees that during the term of this Agreement it shall not engage in an unlawful lockout of personnel covered by this Agreement.

12.7 Board Agenda

It is agreed that the BOCES will make available to elected representatives of the Association a copy of the Board Agenda, Agenda Addenda, and unofficial minutes of the BOCES Board Meetings. The BOCES incurs no responsibility for transmittal of the above documents to the Association.

12.8 Meetings Where Disciplinary Action is Discussed

In the event that a meeting is held where disciplinary action is discussed (including dismissal or non-continuation of employment at the conclusion of the probationary period) the employee may be accompanied by a representative. It is not the intent of the above that a representative be present when regular evaluation or routine matters are discussed. It is understood that such request shall not result in any undue delay of this meeting.

12.9 Summer School Work

All summer school teaching assistants position openings will be made available to current bargaining unit members before such openings are offered to persons outside the BOCES. The summer school program will run 31 days.

Bargaining unit members working summer school will be entitled to the following benefits:

- Bereavement - 2 days

12.10 District Superintendent's Day Planning Committee

The Association President or employee designee will participate in the District Superintendent's Day Planning Committee.

12.11 Assignment

Whenever possible, the BOCES will inform, in writing, every bargaining unit member of their assignment for the school year by August 1.

Article 12 (continued)

12.12 Immunizations

If, by virtue of exposure to a child or children in the classroom, a bargaining unit member incurs expenses beyond the health insurance for a doctor's visit or immunization, the BOCES (if directed by the District's physician) shall reimburse such employee.

12.13 Safety Glasses

The BOCES shall issue to each bargaining unit member in the unit engaged in a designated hazardous assignment, one (1) pair of safety glasses. Hazardous shall be defined as an assignment which, in normal daily activity, there is a clear and present danger to the safety of an individual's eyes.

12.14 Complete Agreement

This Agreement represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment, or other conditions of employment which shall prevail during the term thereof.

12.15 Statutory Provisions

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

12.16 Snow Days

In the event that in any given school year, the number of emergency closing days necessitate the need to make-up instructional days in order to meet the minimum number required according to State of New York Education Department Regulations, bargaining unit members are expected to report to work for such days. However, if any bargaining unit member is unavailable for work on such make-up days, the employee must provide notice to BOCES. The bargaining unit member may use up to two personal leave days or choose to have 1/200th of their salary deducted for each make-up day absent as long as the following conditions are met:

- Verification that travel arrangements were purchased six (6) months in advance; (ie: hotel, train, plane, cruise, etc.)

AND

Article 12, Section 12.16 (continued)

- The teaching assistant has made arrangements with the sub caller for coverage within 5 days after make-up days have been announced by the District Superintendent.

In the event that the above language causes undo hardship on student programs and working staff based on a disproportionate amount of absences and lack of adequate coverage by the substitutes, the above language will no longer be in effect.

Duration and Signatures

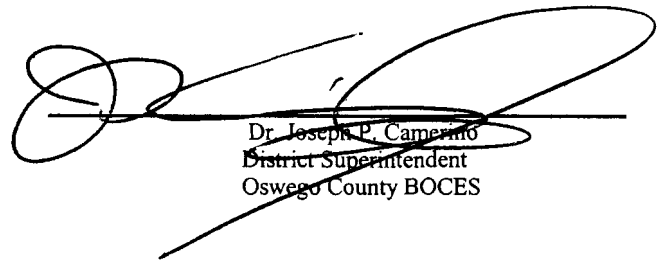
This Agreement shall be effective as of July 1, 2005 and terminate June 30, 2008 except where in specific instances such as health insurance benefits will activate on the signing of this Agreement.

For the Association:

Barbara A. Blanchard
Ms. Barb Blanchard, President
United Teaching Assistants
of the Oswego County BOCES

June 17, 2005
Date

For the District:


Dr. Joseph P. Camerino
District Superintendent
Oswego County BOCES

6-17-05
Date